IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.

WRIT PETITION NO. 2611 OF 2004

Prakash Atmaram Atre ... Petitioner

Vs.

The Deccan Merchants
Cooperative Bank Ltd. ... Respondent

Mr. C.J. Sawant, Sr. Advocate with Mr. Vishal Ghosalkar for Petitioner.

Mr. Y.R. Naik i/by Prashant Naik for Respondent No. 1.

CORAM : F.I. REBELLO,J.
DATED : NOVEMBER 03, 2004

P.C.

. The Petitioner was working as Managing Director of Respondent No. 1. His services came to be terminated by notice dated 4.12.1985 accompanied with that was resolution of Board of Directors on the same day of 4.12.1985. The Petitioner was issued letter of appointment on 17.11.1978. Clause (9) of the said letter reads as under :

"Your services can be terminated by giving three calender month's notice or salary in lieu thereof"

. Resolution of 4.12.1985 is in terms of Clause 9. Once there has been compliance of Clause (9) the petitioner who is otherwise not holding any statutory post or protected by any conditions of service which are statutory in character under any Act, Rules or bye laws having force of law, could

not have claimed reinstatement. At the highest Petitioner could have claimed for damages if he was able to show that his termination was contrary to the conditions as contained in letter dated 17.11.1978.

. The contentions raised by the Petitioner however, is that the termination casts stigma on him and that the resolution was the motive for his termination. It is also pointed out that the authorities below have refused to grant damages on the ground that the Petitioner was employed elsewhere. There may be some justification in that challenge for even if the petitioner was employed elsewhere, considering the claim is for damages for illegal termination, the Petitioner would have been entitled to damages if otherwise petitioner was so entitled to. Merely because resolution points out that the Board of Directors was compelled to take action on account of indiscipline of the Petitioner cannot result in holding that the action of the Board was mala fide and motive for termination was the act of indiscipline. Even if it be the foundation, this court would not interfere with the order of termination. In the instant case, the Respondent Bank considering the conditions of services have exercised their rights as between Master and servant and terminated the services of the Petitioner. The order of termination does not amount to casting stigma on the Petitioner. The

impugned order of the Tribunal below therefore, need not be interfered with in exercise of extra ordinary jurisdiction of this court as the order does not disclose any error of law apparent on the face of the records. Petition rejected.

(F.I. REBELLO,J.)